

EXHIBIT 14

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP
2 Charles K. Verhoeven (Cal. Bar No. 170151)
3 charlesverhoeven@quinnemanuel.com
4 David Perlson (Cal. Bar No. 209502)
5 davidperlson@quinnemanuel.com
6 Melissa J. Baily (Cal. Bar No. 237649)
7 melissabaily@quinnemanuel.com
8 John Neukom (Cal. Bar No. 275887)
9 johnneukom@quinnemanuel.com
10 Jordan R. Jaffe (Cal. Bar No. 254886)
11 jordanjaffe@quinnemanuel.com
12 50 California Street, 22nd Floor
13 San Francisco, California 94111-4788
14 Telephone: (415) 875-6600
15 Facsimile: (415) 875-6700

16 Attorneys for Plaintiff WAYMO LLC

17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION

20 WAYMO LLC

21 Case No. 3:17-cv-00939-JCS

22 Plaintiff,

23 **PLAINTIFF WAYMO LLC'S 30(B)(6)**
24 **NOTICE TO UBER AND OTTOMOTTO**

25 vs.

26 Honorable William H. Alsup

27 UBER TECHNOLOGIES, INC.;
28 OTTOMOTTO, LLC; OTTO TRUCKING
LLC,

Defendants.

29
30 **PLAINTIFF'S 30(B)(6) NOTICE TO DEFENDANTS UBER TECHNOLOGIES, INC. AND**
31 **OTTOMOTTO, LLC**

32 PLEASE TAKE NOTICE THAT, pursuant to Rule 30(b)(6) of the Federal Rules of Civil
33 Procedure, Plaintiff Waymo LLC ("Waymo") will take the deposition upon oral examination of
34 Defendants Uber Technologies, Inc. ("Uber") and Ottomotto, LLC ("Ottomotto"), commencing at
35 a mutually agreed upon date and at a mutually agreed upon location, and continuing day-to-day
36 until completed. Uber and Ottomotto shall designate one or more of their officers, directors,

37
38 01980-00104/9424201.1

1 managing agents, or other persons with knowledge of the matters set forth in this Notice to appear
 2 and testify on its behalf at the deposition. The persons so designated shall testify as to matters
 3 known or reasonably available to Uber and Ottomotto.

4 The deposition will take place before a duly authorized notary public or other officer
 5 authorized to administer oaths at depositions, and will continue from day to day, Saturdays,
 6 Sundays, and legal holidays excepted, until completed, or according to a schedule mutually agreed
 7 upon by the parties in advance of the deposition. The deposition will be videotaped and/or
 8 recorded by stenographic means. Waymo also reserves the right to use LiveNote or other
 9 technology for real-time transcription of the testimony.

10

11

DEFINITIONS

12 1. “WAYMO” means Waymo LLC and its officers, directors, current and former
 13 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf
 14 of any of the foregoing, and WAYMO’s affiliates, parents, divisions, joint ventures, licensees,
 15 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
 16 foreign or domestic, that are owned or controlled by WAYMO, and all predecessors and
 17 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
 18 or controlled in whole or in part by WAYMO.

19 2. “GOOGLE” means Google Inc. and its officers, directors, current and former
 20 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
 21 any of the foregoing, and GOOGLE’s affiliates, parents, divisions, joint ventures, licensees,
 22 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
 23 foreign or domestic, that are owned or controlled by GOOGLE, and all predecessors and
 24 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
 25 or controlled in whole or in part by GOOGLE.

26 3. “UBER” means Uber Technologies, Inc. and its officers, directors, current and
 27 former employees, counsel, agents, consultants, representatives, and any other persons acting on

01980-00104/9424201.1

1 behalf of any of the foregoing, and UBER's affiliates, parents, divisions, joint ventures, licensees,
 2 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
 3 foreign or domestic, that are owned or controlled by UBER, and all predecessors and successors in
 4 interest to such entities, and any entity owned in whole or in part by, affiliated with, or controlled
 5 in whole or in part by UBER.

6 4. “OTTOMOTTO” means Ottomotto LLC and its officers, directors, current and
 7 former employees, counsel, agents, consultants, representatives, and any other persons acting on
 8 behalf of any of the foregoing, and OTTOMOTTO’s affiliates, parents, divisions, joint ventures,
 9 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
 10 whether foreign or domestic, that are owned or controlled by OTTOMOTTO, and all predecessors
 11 and successors in interest to such entities, and any entity owned in whole or in part by, affiliated
 12 with, or controlled in whole or in part by OTTOMOTTO. For the avoidance of doubt,
 13 OTTOMOTTO includes all former names under which OTTOMOTTO operated, including
 14 without limitation 280 Systems, Inc., 280 Systems, LLC, and Ottomotto, Inc.

15 5. “OTTO TRUCKING” means Otto Trucking LLC and its officers, directors,
 16 current and former employees, counsel, agents, consultants, representatives, and any other persons
 17 acting on behalf of any of the foregoing, and OTTO TRUCKING’s affiliates, parents, divisions,
 18 joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any
 19 other legal entities, whether foreign or domestic, that are owned or controlled by OTTO
 20 TRUCKING, and all predecessors and successors in interest to such entities, and any entity owned
 21 in whole or in part by, affiliated with, or controlled in whole or in part by OTTO TRUCKING.

22 6. “DEFENDANTS” means UBER, OTTOMOTTO, and OTTO TRUCKING.

23 7. “LEVANDOWSKI” means Anthony Levandowski.

24 8. “MISAPPROPRIATED MATERIALS” refers to all GOOGLE and WAYMO
 25 DOCUMENTS and materials, whether digital or physical, and regardless of the manner stored, for
 26 which any current or former employee of DEFENDANTS retained possession, without
 27 authorization of either GOOGLE or WAYMO, after the employee ended his or her employment

1 with GOOGLE/WAYMO. Without limitation, MISAPPROPRIATED MATERIALS includes at
 2 least: (i) each of the more than 14,000 digital files downloaded by LEVANDOWSKI on or about
 3 December 11, 2015 from the SVN repository; (ii) each file copied by LEVANDOWSKI from his
 4 GOOGLE laptop to an RDF5 USB 3.0 card reader on or about December 14, 2015; (iii) each of
 5 the five files that were exported by LEVANDOWSKI from Google Drive to a personal device on
 6 or about January 4, 2016; (iv) the file exported by LEVANDOWSKI from Google Drive to a
 7 personal device on or about January 11, 2016; (v) the file that was exported by LEVANDOWSKI
 8 from Google Drive to a personal device on or about November 19, 2016; (vi) the file that was
 9 exported by LEVANDOWSKI from Google Drive to a personal device on or about November 4,
 10 2016; each of the five files that were exported by KSHIRSAGAR from Google Drive in or around
 11 June and July 2016; (vii) each of the three files that were exported by RADUTA from Google
 12 Drive on or around July 28, 2016.

13 9. “LiDAR” means Light Detection and Ranging.

14 10. “DOCUMENTS” shall INCLUDE, without limitation, all written, graphic or
 15 otherwise recorded material, INCLUDING without limitation, electronically stored information
 16 regardless of the form of storage medium, microfilms or other film records or impressions, tape
 17 recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films,
 18 recordings, memoranda, books, records, accounts, communications, letters, telegrams,
 19 correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office
 20 memoranda or written communications of any nature, recordings of conversations either in
 21 writings or upon any mechanical or electrical recording devices, INCLUDING e-mail, notes,
 22 papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings,
 23 time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone
 24 bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal,
 25 informal or otherwise, as well as copies of the foregoing which differ in any way, INCLUDING
 26 by the addition of handwritten notations or other written or printed matter of any nature, from the
 27 original. The foregoing specifically INCLUDES information stored in a computer database and

28
 01980-00104/9424201.1

1 capable of being generated in documentary form, such as electronic mail, text messages (i.e., SMS
2 messages), other electronic messages including messages sent or received via Slack, WhatsApp,
3 Google Hangouts, Facebook Messenger, and the like.

4 11. “COMMUNICATIONS” shall mean, without limitation, any transmission,
5 conveyance or exchange of a word, statement, fact, thing, idea, DOCUMENT, instruction,
6 information, demand or question by any medium, whether by written, oral or other means,
7 including but not limited to, electronic communications and electronic mail (“e-mail”).

8 12. “THING” means any tangible object, other than a DOCUMENT.

9 13. “PERSON” means to any individual, corporation, proprietorship, association, joint
10 venture, company, partnership or other business or legal entity, including governmental bodies and
11 agencies. The masculine includes the feminine and vice versa; the singular includes the plural and
12 vice versa.

13 14. “REGARDING” shall mean relating to, referring to, mentioning, reflecting,
14 pertaining to, evidencing, involving, describing, discussing, commenting on, embodying,
15 responding to, supporting, contradicting, or constituting (in whole or in part), as the context makes
16 appropriate.

17 15. “INCLUDE” and “INCLUDING” shall mean including without limitation.

18 16. Use of the singular also INCLUDES the plural and vice-versa.

19 17. The words “or” and “and” shall be read in the conjunctive and in the disjunctive
20 wherever they appear, and neither of these words shall be interpreted to limit the scope of these
21 Requests for Production.

22 18. The use of a verb in any tense shall be construed as the use of the verb in all other
23 tenses.

24 19. The term “any” shall include “all” and “all” shall include “any.”

25

26

27

28 01980-00104/9424201.1

DEPOSITION TOPICS

In accordance with Rule 30(b)(6), UBER and OTTOMOTTO are required to designate one or more officers, directors, managing agents, or other persons to testify on their behalf with respect to matters known or reasonably available regarding the subjects described below.

TOPIC NO. 1:

LEVANDOWSKI's involvement in the development of LIDAR on behalf of UBER or OTTOMOTTO.

TOPIC NO. 2:

The state and status of Uber's LIDAR development for autonomous vehicles before January 2016.

TOPIC NO. 3:

UBER's or OTTOMOTTO'S efforts to prevent LEVANDOWSKI from using or referring to any MISAPPROPRIATED MATERIALS, including but not limited to efforts to prevent LEVANDOWSKI from using personal devices to access UBER or OTTOMOTTO servers and networks.

TOPIC NO. 4:

UBER'S acquisition of OTTOMOTTO.

TOPIC NO. 5:

UBER's meetings with LEVANDOWSKI and/or OTTOMOTTO and OTTO TRUCKING before April 11, 2016.¹

TOPIC NO. 6:

The origin of UBER'S indemnity obligations to OTTOMOTTO, LEVANDOWSKI, Lior Ron and OTTO TRUCKING, and the current status of indemnity, including but not limited to whether UBER is indemnifying LEVANDOWSKI, Lior Ron, or OTTO TRUCKING for any

¹ Waymo reserves the right to seek 30(b)(6) testimony regarding such communications through a later date if permitted by Court order.

1 claims regarding this litigation, and whether LEVANDOWSKI, Lior Ron, or OTTO TRUCKING
2 have made any claims for indemnity with respect to this litigation.

3 **TOPIC NO. 7:**

4 The Stroz due diligence investigation, including its origins and any affect the results of the
5 investigation may have had on UBER'S acquisition of OTTOMOTTO.

6 **TOPIC NO. 8:**

7 LEVANDOWSKI's claim that he downloaded and retained MISAPPROPRIATED
8 MATERIALS to facilitate bonus payment(s) from WAYMO.

9 **TOPIC NO. 9:**

10 UBER and OTTOMOTTO's investment in developing in-house LiDAR, including both
11 any financial investment and any investment in terms of time and personnel.

12 **TOPIC NO. 10:**

13 UBER's and OTTOMOTTO's plans with respect to commercializing autonomous
14 vehicles, including specifically UBER's and OTTOMOTTO's timeline for commercializing
15 autonomous vehicles and UBER's and OTTOMOTTO's anticipated or projected costs, revenues
16 and profits REGARDING their commercialization of autonomous vehicles.

17

18

19 DATED: July 20, 2017

QUINN EMANUEL URQUHART &
20 SULLIVAN, LLP

21

22

By: /s/ Charles K. Verhoeven

23 Charles K. Verhoeven

24 Attorneys for Plaintiff WAYMO LLC.

25

26

27

28

01980-00104/9424201.1

PROOF OF SERVICE

2 I, Andrea Pallios Roberts, am employed in the County of San Mateo, State of California. I
3 am over the age of eighteen years and not a party to the within action. My business address is 555
4 Twin Dolphin Drive, 5th Floor, Redwood Shores, California, 94065.

5 On July 20, 2017, I served true copies of the following document(s) described as
6 "PLAINTIFF WAYMO LLC'S 30(B)(6) NOTICE TO UBER AND OTTOMOTTO" on the
7 interested parties in this action as follows:

Recipient	Email Address:
Arturo J. Gonzalez	UberWaymo@mofo.com
Daniel Pierre Muino	
Eric Akira Tate	
Esther Kim Chang	
Matthew Ian Kreeger	
Michael A. Jacobs	
MORRISON & FOERSTER LLP	
425 Market Street	
San Francisco, CA 94105	
Michelle Ching Youn Yang	
MORRISON FOERSTER LLP	
2000 Pennsylvania Avenue, NW	
Washington, DC 20006	
Rudolph Kim	
MORRISON & FOERSTER LLP	
755 Page Mill Road	
Palo Alto, CA 94304	
Wendy Joy Ray	
MORRISON & FOERSTER LLP	
707 Wilshire Boulevard	
Suite 6000	
Los Angeles, CA 90017	
Michael Darron Jay	BSF_EXTERNAL_UberWaymoLit@bsfllp.com
BOIES SCHILLER & FLEXNER	
LLP	
401 Wilshire Boulevard, Suite 850	
Santa Monica, CA 90401	
Meredith Richardson Dearborn	
BOIES SCHILLER FLEXNER	

1 LLP
2 435 Tasso Street
3 Suite 205
Palo Alto, CA 94301

4 Hamish Hume
5 Jessica E Phillips
Karen Leah Dunn
6 Kyle N. Smith
Martha Lea Goodman
7 BOIES SCHILLER FLEXNER
LLP

8 1401 New York Ave., NW
Washington, DC 20005

9 I. Neel Chatterjee (SBN 173985) nchatterjee@goodwinlaw.com
GOODWIN PROCTER LLP

10 135 Commonwealth Drive
Menlo Park, CA 94025
Tel.: +1 650 752 3100

11 Fax: +1 650 853 1038

12 Brett M. Schuman (SBN 189247) bschuman@goodwinlaw.com
Shane Brun (SBN 179079) sbrun@goodwinlaw.com
Rachel M. Walsh (SBN 250568) rwalsh@goodwinlaw.com

13 GOODWIN PROCTER LLP
14 Three Embarcadero Center
San Francisco, California 94111

15 Tel.: +1 415 733 6000

16 Fax.: +1 415 677 9041

17
18 **BY ELECTRONIC MAIL TRANSMISSION:** by electronic mail transmission from
19 andreaproberts@quinnmanuel.com on July 20, 2017, by transmitting a PDF format copy of such
20 document(s) to each such person at the e mail address listed above. The document(s) was/were
21 transmitted by electronic transmission and such transmission was reported as complete and
22 without error.

23 Executed on July 20, 2017, at Redwood Shores, California.

24
25 /s/ Andrea Pallios Roberts
26 Andrea Pallios Roberts